

MADRAS RECORD OFFICE.

Government of Madras.

Revenue DEPARTMENT.

G.O. No. <i>111</i>	Press ~~Mis.~~
Dated <i>24-4-1868</i> .	

Not to be folded or roughly handled

REVENUE DEPARTMENT,
FORT ST. GEORGE,
24th April 1868.

No. 1,111.

No. 569.

To

THE SECRETARY TO THE GOVERNMENT OF INDIA,

PUBLIC WORKS DEPARTMENT.

SIR,

Miscellaneous.

* *Vide* page 10 of Proceedings of Government,
dated 5th October 1864, No. 1,830.

† Procs. of Govt., 13th May 1863, Nos. 174, 175.
Do. 16th Jan. 1864, „ 200, 201.
Do. 22nd June „ „ 303, 304.
Do. 8th Aug. „ „ 130, 131.
Do. 5th Oct. „ „ 36—40.
Do. 20th April 1865, „ 224, 225.

1. With reference to your letter dated 11th March 1868, No. 41 A. I., I am directed to forward to you, for submission to the Government of India, copy of the rules* for the distribution of water from the Madras Irrigation Company's Canal works, and for realizing their irrigation revenue, with a complete set of the correspondence† held regarding them.

2. The Directors of the Company have not yet intimated their acceptance of the proposed forms of account prepared by the Consulting Engineer.

3. The extent of irrigation from the Company's works has hitherto been so trifling that the rules can scarcely be said to have been tested by practice.

4. The Government were aware that it had been suggested that, in fixing the price to be paid by Government to the Company for water supplied for irrigation, the charges incurred by Government for collection and otherwise might be taken into account; but it appears to them that practically this cannot be done in the face of the letter of the contract, so as to allow Government to recoup themselves for expenses incurred, unless the Company will deliberately consent to relinquish part of what they can claim under the covenant, which it may be probably assumed they will not do, and which it would be derogatory for the Government to seek, with the risk of a refusal and as a concession.

5. Clause 13 of the contract provides that *the price to be paid* by Government to the Company for water supplied for irrigation shall be settled by mutual agreement or by arbitration, and that “such price shall be the price to be paid by the cultivators to Government,” so that the Government cannot collect more from the ryot than they themselves are to pay to the Company. There is no provision in the contract for deducting in account the costs of collection from the ryots, with whom the Company have nothing whatever to do, when Government have exercised their option of taking all the water that the Company can supply for irrigation purposes, (as they have done here, and as in fact it was certainly contemplated that they would do when the contract was drawn,) and the absence of such a provision precludes the Government from claiming any deduction except as a concession by the Company.

6. The analogous case to which reference was made in my letter, dated 11th February 1868, is that of the loss likely to be sustained by Government when, on

*that The directors of the Com
pany have not yet intimated*

failure on the part of the Company to supply sufficient water to mature a crop, the Government must remit not only their claim on the ryot for the water-rate, but also the demand on account of land revenue, and the Secretary of State in his despatch of 16th December 1863, (of which copy is herewith forwarded for the information of the Supreme Government,) admitted that such loss must be borne by Government, and could not be thrown on the Company, although resulting from their own *laches*, as the contract contains no provision for the contingency.

I have the honor to be,

Sir,

Your most obedient servant,

(Signed) W. HUDLESTON,

Secretary to Government.

Public Works 1868 Department.

From Government of
Fort St. George,

To
The Government of India.

No. 1,111.
Enclosures
6 spare copies.

Dated 24th April.

R.

D. No.

Progs. { D.
No.

L. No.

SUBJECT.

Forwarding copy of the rules for the distribu-
tion of water from the Madras Irrigation
Company's Canal works.

Revenue Department
24th April 1868

H. 1111

To
The Secretary to the
Govt of India,
H. 1111

Sir,

With reference
to your letter stated 11th
March 1868, No. 41 A. I. I am
directed to forward to you
for submission to the
Govt of India copy of the
rules for the distribution
of water from the Madras
Irrigation Company's Can-
-nal works, and for

* vide page 10 of Pro. of Govt
dated 6th Octr 1864, No. 1830-
* No. of Govt^{13th} May 1862, No. 1744-175-
" 16th January 1864, No. 2004-201-
" 22nd June " " 3034-304-
" 8th August " " 1304-131-
" 5th October " " 364-240-
" 20th April 1865 " " 224-245-
realising their irrigation
levue with a complete
set of the correspondence
held regarding them.

It will be observed
that the directors of the com-
pany have not yet intimate
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their acceptance of the
proposed forms of account
prepared by the Consulting
Engineer.

The extent of irri-
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tice.

The Court were aware
that it had been suggested
that in fixing the price to
be paid by Court to the
Company for water sup-
plies for irrigation, the
charges incurred by Court
for collection and other-
wise might be taken
into account - but it ap-
pears to them that practi-
cally this cannot be
done in the face of the
terms of the contract, so
as to allow Court to recoup
themselves for expenses
incurred.

incurred unless the Com-
pany will deliberately or
consent to relinquish part
of what they can claim
under the covenant - which
it may be probably as-
sumes they will not do
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to seek, with the risk of
a refusal and as a con-
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Clause 13 of the
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arbitration - and that
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that the Court cannot
collect more from the
Ryots - than they themselves
are to pay to the Company.
The

There is no provision in the contract for deducting in account the costs of collection from the Ryots with whom the Company have nothing whatever to do - when Govt have exercised their option of taking all the water so that the Company can supply for irrigation purposes (as they have done here, and as in fact it was certainly contemplated that they would do when the contract was drawn) and the absence of such a provision precludes the Govt from claiming any deduction except as a concession by the Company. The analogous case to which reference was made in my letter dated 11th February 1868

is that of the loss likely to be sustained by Govt when on failure on the part of the Company to supply sufficient water to mature a crop, the Govt must remit not only their claim on the Ryot for the water rate - but also the demand on account of land revenue and the Secy of State in his despatch of 16th Decr 1863 (of which copy is ~~being~~ ^{being} furnished for the info of the Supreme Govt) admitted that such loss must be borne by Govt and could not be thrown on the Company although resulting from their own laches - as the contract contains no provision for

for the contingency-

L.H.

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S. M. Ball

Revenue 1868 Office
No 85 Cotton Office

No VIII.

To the Government of
India 1778
27.24 April 1868

From the Secy to the Govt
of India 1778 1778
1868 1778 1778

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of.